

LOCAL

"public" uses, and the rent was reduced to the amount specified. This seems to militate against the government theory of continued responsibility for the maintenance of the pylon by the tenant. In the first place, the express terms of the contract are that he shall "make," but it does not say he shall "maintain" and we should be inclined to doubt the sanity of any man who signed a contract which fastened such a responsibility perpetually upon himself, his heirs, or his assigns. It would be in effect undertaking to make a road, and then throw it open to public use; and if the sea destroyed a portion of it, or public traffic injured it, he would, notwithstanding that he had surrendered all private right to it, defray the cost of repairs from his own pocket. If such contract as this can be "implied" from the various forms of deed, under which the lots are held, the learned Attorney General will of course make the

inference clear; but where it is to come from is at present uncertain. It cannot be derived from the words in the latter part of the clause relating to "all other roads," etc., for that covenant is contained in the inland lot deeds. It is not asserted that inland lot holders are liable for the repairs of their streets, except generally as rate-payers; if the jury believe, however, that the words of the covenant have a special significance in the marine lot deed, and that it was *bona fide* the intent of the parties at the time the contract was made that the tenant should be perpetually bound to do what the Government now ask of him, they may find a verdict for plaintiff. They will doubtless be charged, however, that express covenants are taken more strictly than implied covenants; and that an express covenant being part of a deed is subject to the general rules for the exposition of such instruments—which rules will no doubt be fully explained.

If we felt inclined to blame the government at all in regard to this action, it would be for not having instituted it earlier; for this dispute is one which should be settled quickly. The prayers for rapid recovery, and the expense of its future repair is proportionately increasing. - A moderate gale might add another \$20,000 to the already heavy bill. As we have said, we shall not anticipate the verdict. The jury is composed of gentlemen especially selected with reference to the qualifications that are most desirable in jurors. If they find for the plaintiffs, the marine lot holders are apparently bound on an obligation which should be borne by the whole colony; if the defendants successfully establish their plea of not indebted, we trust His Excellency will at once set about raising the means for repairing the Prya. Our own opinion

tion is that the best and fairest method is by special rate on the basis of the existing assessment. In this way every one would contribute to the restoration of the public work, in the care and maintenance of which all are interested. The largest amount of such a rate would of course come from the properties on the Praya, and we really believe that we express the feeling of the community in saying that the marine lot holders ought not to be subjected exclusively to the charge sought to be fixed on them, but that the cost should be defrayed by the public at large. The knowledge of this fact will not of course operate with the jury, if the liability of the marine lot holders is made out; and whether that can be done or not we shall be able to say perhaps by this time to-morrow. At least, we hope so, and most people here will be glad if the jury find themselves in a position to conscientiously to declare that the marine lot leases are not binding to the extent asserted by Government, and that therefore the marine lot holders are not solely responsible for the reintegration of the Praya and its wall. There must be sacrifices, no doubt, but it is one in which we should all share.

SAIGON is making a great stride in what Englishmen consider civilization, or at least the exhibition of civilized prodigies, inasmuch as annual races have become an established fact. A programme with which we have been favored, and which, by the way, is an astonishing specimen of Saigon typography as to size, gives the list of races, prizes, and conditions of the races, the largest amount figuring as 3,000 francs for European horses and mares ridden by Europeans "en tenue de course." The general list is as follows:—1, *Prix d'Amniam*, prizes of 250, 100, and 75 francs, scratch weight, for Annamite horses, riders in Annamite costume. 1.200 metres. 2. *Prix de Cholon*.

for Asiatic horses and riders, costumes at discretion, prizes 350, 150, and 75 francs. The three following races are for 500, 400, and 600 francs, two of them being trotting races. Then comes the "Derby" for 3,000 francs above alluded to, followed by four others for 1,000, 600, 1,000, and 150 francs. The 600 francs race is for Asiatic trotters, the next for a trotting race in four wheelers, and the last named a course de Chars a bœufs. Altogether there seems to be a very amusing programme provided, and we congratulate our Saigon friends upon their prospects of an agreeable meeting. The programme is "approved" by Admiral de Grandpré, *ex-Vice-Amiral* Governor.

We exceedingly regret to learn by private letters from Oosaka of the death of F. G. Myburgh, Esq., late H.B.M.'s Consul at Kanagawa. He died at Oosaka, but we have not yet learned the particulars.

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